

BILL NO. S-92-01- 36 (as amended)

SPECIAL ORDINANCE NO. S- 46-920

AN ORDINANCE approving Amendment No. 2 to the Information Resources Management Agreement between SYSTEMS & COMPUTER TECHNOLOGY CORPORATION ("SCT") and the City of Fort Wayne, Indiana.

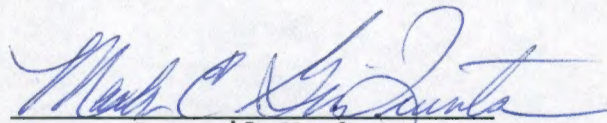
WHEREAS, the Common Council previously passed Special Ordinance S-85-88 implementing an Information Resources Management Agreement within the City of Fort Wayne's Data Processing Department to provide certain services as outlined in said agreement;

WHEREAS, the City of Fort Wayne desires to amend the Information Resources Management Agreement to supply additional computer support services to the Fort Wayne Communications Department, the Fort Wayne Police Department and the Fort Wayne Parks and Recreation Department.

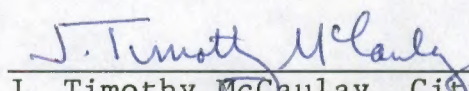
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Amendment No. 2 to the Information Resources Management Agreement, attached hereto and made a part hereof, by and between Systems & Computer Technology Corporation ("SCT") and the City of Fort Wayne, Indiana, be ratified, confirmed and approved. Two (2) copies of said Amendment No. 2 are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

  
Council Member

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney

AMENDMENT NO. 2  
TO  
INFORMATION RESOURCES MANAGEMENT AGREEMENT

THIS AMENDMENT NO. 2 ("Amendment") to that certain Information Resources Management Agreement with an Effective Date of May 1, 1988, as previously amended ("Agreement"), is made by and between the City of Fort Wayne, Indiana ("Client") and Systems & Computer Technology Corporation ("SCT") this 4<sup>TH</sup> day of MARCH, 1991.

THE PARTIES, intending to be legally bound, hereby agree as follows:

1. Incorporation By Reference. All terms and conditions of the Agreement, including all terms defined therein, are reaffirmed and incorporated herein by reference as if fully set forth below, except where such terms and conditions would conflict with the provisions of this Amendment. In such instances, the provisions of this Amendment shall supersede and replace the conflicting terms and conditions of the Agreement.

2. Modification of Agreement. The Agreement shall be modified as follows:

a. Additional Services. Subject to all other terms and conditions of the Agreement, SCT will supply Client with the full-time services of one (1) SCT employee who will provide computer support services to the Fort Wayne Communications Department, ~~the Fort Wayne Police Department~~ and the Fort Wayne Parks and Recreation Department ("Additional Services"). SCT will provide the Additional Services in addition to, and not in lieu of, all other services that SCT is providing to Client under the Agreement.

b. Length of Term For Additional Services. SCT will provide the Additional Services during the period beginning ~~February~~ MAY 1, 1992 and ending August 31, 1993, inclusive.

c. Additional Services Fee. In consideration of the Additional Services, beginning in ~~February~~ MAY, 1992, Client shall pay SCT a fee of \$4,741.67 per month ("Additional Services Fee"). Each monthly installment of the Additional Services Fee will be due and payable in accordance with Section 4 and is subject to adjustment under Section 17 of the Agreement. The Additional Services Fee shall be paid to SCT in addition to, and not in lieu of, all other amounts payable under the Agreement, including without limitation the amounts set forth in Exhibit B of the Agreement.

3. Integration Provision. This Amendment, together with the Agreement, constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

IN WITNESS WHEREOF, the parties have set their respective hands and seals below.

SYSTEMS & COMPUTER  
TECHNOLOGY CORPORATION

By: Gerald R. Porter  
Gerald R. Porter  
President  
Software and Technology Services  
Services Division

CITY OF FORT WAYNE, INDIANA

By: Charles E. Layton  
Name: CHARLES E. LAYTON  
Title: DIRECTOR OF  
BOARD OF WORKS

Read the first time in full and on motion by Don Jantz, seconded by Delmer, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock 1 M., E.S.T.

DATED: 1-28-92

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Don Jantz, seconded by Delmer, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

|             | AYES     | NAYS | ABSTAINED | ABSENT |
|-------------|----------|------|-----------|--------|
| TOTAL VOTES | <u>9</u> |      |           |        |
| BRADBURY    | <u>✓</u> |      |           |        |
| EDMONDS     | <u>✓</u> |      |           |        |
| GiaQUINTA   | <u>✓</u> |      |           |        |
| HENRY       | <u>✓</u> |      |           |        |
| LONG        | <u>✓</u> |      |           |        |
| LUNSEY      | <u>✓</u> |      |           |        |
| RAVINE      | <u>✓</u> |      |           |        |
| SCHMIDT     | <u>✓</u> |      |           |        |
| TALARICO    | <u>✓</u> |      |           |        |

DATED: 2-25-92

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. S-40-92 on the 25th day of February, 1992

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Thomas E. Henry  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of February, 1992, at the hour of 3:30 o'clock P. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 28th day of February, 1992, at the hour of 9:30 o'clock A M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR

AMENDMENT NO. 2  
TO  
INFORMATION RESOURCES MANAGEMENT AGREEMENT

THIS AMENDMENT NO. 2 ("Amendment") to that certain Information Resources Management Agreement with an Effective Date of May 1, 1988, as previously amended ("Agreement"), is made by and between the City of Fort Wayne, Indiana ("Client") and Systems & Computer Technology Corporation ("SCT") this 11 day of December, 1991.

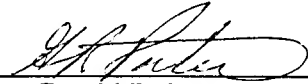
THE PARTIES, intending to be legally bound, hereby agree as follows:

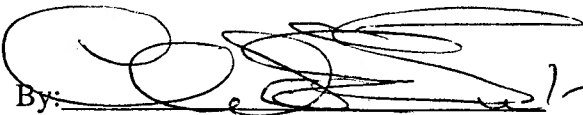
1. Incorporation By Reference. All terms and conditions of the Agreement, including all terms defined therein, are reaffirmed and incorporated herein by reference as if fully set forth below, except where such terms and conditions would conflict with the provisions of this Amendment. In such instances, the provisions of this Amendment shall supersede and replace the conflicting terms and conditions of the Agreement.
2. Modification of Agreement. The Agreement shall be modified as follows:
  - a. Additional Services. Subject to all other terms and conditions of the Agreement, SCT will supply Client with the full-time services of one (1) SCT employee who will provide computer support services to the Fort Wayne Communications Department, the Fort Wayne Police Department and the Fort Wayne Parks and Recreation Department ("Additional Services"). SCT will provide the Additional Services in addition to, and not in lieu of, all other services that SCT is providing to Client under the Agreement.
  - b. Length of Term For Additional Services. SCT will provide the Additional Services during the period beginning February 1, 1992 and ending August 31, 1993, inclusive.
  - c. Additional Services Fee. In consideration of the Additional Services, beginning in February, 1992, Client shall pay SCT a fee of ~~\$4,741.67~~ per month ("Additional Services Fee"). Each monthly installment of the Additional Services Fee will be due and payable in accordance with Section 4 and is subject to adjustment under Section 17 of the Agreement. The Additional Services Fee shall be paid to SCT in addition to, and not in lieu of, all other amounts payable under the Agreement, including without limitation the amounts set forth in Exhibit B of the Agreement.
3. Integration Provision. This Amendment, together with the Agreement, constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

IN WITNESS WHEREOF, the parties have set their respective hands and seals below.

SYSTEMS & COMPUTER  
TECHNOLOGY CORPORATION

CITY OF FORT WAYNE, INDIANA

By:   
Gerald R. Porter  
President  
Software and Technology Services  
Services Division

By:   
Name: CHARLES E. LAYTON  
Title: DIRECTOR OF  
BOARD OF WORKS

1349  
Doug

AMENDMENT NO. 2  
TO  
INFORMATION RESOURCES MANAGEMENT AGREEMENT

THIS AMENDMENT NO. 2 ("Amendment") to that certain Information Resources Management Agreement with an Effective Date of May 1, 1988, as previously amended ("Agreement"), is made by and between the City of Fort Wayne, Indiana ("Client") and Systems & Computer Technology Corporation ("SCT") this 21 day of ~~December~~, 1991.

THE PARTIES, intending to be legally bound, hereby agree as follows:

February 2  
or  
March?

1. Incorporation By Reference. All terms and conditions of the Agreement, including all terms defined therein, are reaffirmed and incorporated herein by reference as if fully set forth below, except where such terms and conditions would conflict with the provisions of this Amendment. In such instances, the provisions of this Amendment shall supersede and replace the conflicting terms and conditions of the Agreement.

2. Modification of Agreement. The Agreement shall be modified as follows:

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b. Length of Term For Additional Services. SCT will provide the Additional Services during the period beginning ~~February~~ 1, 1992 and ending August 31, 1993, inclusive.

May

May

c. Additional Services Fee. In consideration of the Additional Services, beginning in ~~February~~ 1992, Client shall pay SCT a fee of \$4,741.67 per month ("Additional Services Fee"). Each monthly installment of the Additional Services Fee will be due and payable in accordance with Section 4 and is subject to adjustment under Section 17 of the Agreement. The Additional Services Fee shall be paid to SCT in addition to, and not in lieu of, all other amounts payable under the Agreement, including without limitation the amounts set forth in Exhibit B of the Agreement.

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SYSTEMS & COMPUTER  
TECHNOLOGY CORPORATION

CITY OF FORT WAYNE, INDIANA

By: \_\_\_\_\_

Gerald R. Porter  
President  
Software and Technology Services  
Services Division

By: \_\_\_\_\_

Name: CHARLES E. LAYTON

Title: DIRECTOR OF  
BOARD OF WORKS

~~4741.67~~

~~1580.22~~  
~~1580.22~~  
~~1580.23~~  
~~4740.67~~

4741.67  
- 1580.55

3161.10

1580.55

$\frac{2}{3} \sqrt{1580.55}$   
4741.67

$\frac{1}{2} \sqrt{1580.55}$   
3161.10

4741.67  
3161.10  
1580.55

BILL NO. S-92-01-36

*As Amended*

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GIAQUINTA, CHAIRMAN  
CLETUS R. EDMONDS, VICE CHAIRMAN  
LUNSEY, LONG, RAVINE

*Handwritten signature and initials*

WE, YOUR COMMITTEE ON FINANCE TO WHOM

WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Amendment  
No. 2 to the Information Resources Management Agreement between  
SYSTEMS & COMPUTER TECHNOLOGY CORPORATION ("SCT") and the City  
of Fort Wayne, Indiana

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*Handwritten signatures in red ink:*  
*Mark E. Giaquinta*  
*Chris [unclear]*  
*Steve [unclear]*  
*Rebecca [unclear]*  
*C. R. Edmonds*

DATED: 2-25-92

Sandra E. Kennedy  
City Clerk

DIGEST SHEET

TITLE OF ORDINANCE SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE AMENDMENT NO. 2 TO THE INFORMATION RESOURCES  
MANAGEMENT AGREEMENT WILL SUPPLY ONE (1) FULL-TIME EMPLOYEE WHO  
WILL PROVIDE COMPUTER SUPPORT SERVICES TO THE FORT WAYNE  
COMMUNICATIONS DEPARTMENT, THE FORT WAYNE POLICE DEPARTMENT AND THE  
FORT WAYNE PARKS AND RECREATION DEPARTMENT.

*J-92-01-36*  
*as amended.*

EFFECT OF PASSAGE ADDITIONAL SERVICES WILL BE PROVIDED.

EFFECT OF NON-PASSAGE ADDITIONAL SERVICES CANNOT BE PROVIDED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \_\_\_\_\_

ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_